

## Wireless Terms & Conditions

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**1.0 Agreement:** This is an agreement ("Agreement") for wireless telecommunications services for voice and/or data and any related services and/or features ("Service") between you and NEP Cellcorp, Inc. d.b.a NEP Wireless which is licensed to provide Service in the area associated with your assigned telephone, data and/or messaging number(s) ("Number"). The term "Phone" means wireless receiving and transmitting equipment which we have authorized to be programmed with the Number and any accessories. IF YOU USE THE PHONE, YOU CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICE OR PHONE AND NOTIFY US IMMEDIATELY TO CANCEL SERVICE.

**1.1 Buyer's Authorization for Cancellation:** Customer may cancel the Service Agreement and receive a full refund of the initial activation fee, deposit and equipment by returning the equipment to any Company retail location within 7 business days of purchase. All parts of the equipment must be returned in order to receive full refund amount. All taxes, fees and a prorated service charge will still be the responsibility of the customer. Refunds may take up to 90 days.

**1.2 Cancellation Policy and Termination Fee:** Except as explicitly permitted by this agreement, you're agreeing to maintain service with us for your minimum term plus any additional time required by any promotions you accept. (Periods of suspension of service don't count toward these requirements.) After that, you'll become a month-to-month customer under this agreement. IF YOU CHOOSE TO END YOUR SERVICE BEFORE YOU BECOME A MONTH-TO-MONTH CUSTOMER, YOU MUST PAY UP TO \$175 PER WIRELESS PHONE NUMBER AS AN EARLY TERMINATION FEE. If at any time you change your service (by accepting a promotion, for example), you'll be subject to any requirements, such as a new minimum term, we set for that change. If you terminate your service as of the end of your minimum term, you won't be responsible for any remaining part of your monthly billing cycle. You may be able to take your current wireless phone number to another service provider. This is called "porting" and will also terminate our service to you for that number. If you request your new service provider to port a number from us, and we receive your request from that new service provider, we'll treat the request as notice from you to terminate our service for that number upon successful completion of porting. After the porting is completed, you won't be able to use our service for that number. You'll remain responsible for any early termination fee, and for all fees and charges through the end of that billing cycle, just like any other termination. If you're porting a phone number to us from another company, we may not be able to provide you some services, such as 911 location services, immediately.

**2.0 Service Availability:** Service is available to your Phone when it is within the operating range of our system and may be available outside of that area in other participating carrier areas. Devices may be incompatible with TTY, so TTY users may be unable to make emergency calls. Wireless phones use radio transmissions, so we can't provide service when your wireless phone isn't in range of one of our transmission sites, or a transmission site of another company that's agreed to carry our customers' calls, or if there isn't sufficient network capacity available at that moment. There are places, particularly in

remote areas, with no service at all. Weather, topography, buildings, your wireless phone, and other conditions we don't control may also cause dropped calls or other problems.

**2.1 Use of Access Numbers, Phones and Addresses:** You agree not to use the Phone or Service for any unlawful or abusive purpose or in any way which damages our property or interferes with or disrupts our system or other users. You will comply with all laws while using the Service and you will not transmit any communication which would violate any laws, court order, or regulation, or would likely be offensive to the recipient. You are responsible for all content transmitted through your Phone. Resale of Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals. You are responsible for ensuring that your Phone is compatible with our Service and meets federal standards. You are responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from your PC required to use the Service. IP addresses for services provided on the GSM/GPRS network will be assigned dynamically per session from a private pool and not all protocols will be supported. Other IP addressing options are available for additional cost. You have no ownership rights to the Number, any IP address, any e-mail address or any other identifier provisioned by us, our agents or the manufacturer of your Phone to be used with the Service, and you agree we may change any such Number, IP address, e-mail address or any other identifier at any time with or without prior notice to you. Your Phone may have been manufactured to operate exclusively with service provided by us. The Phone may not be able to be activated with any other wireless carrier and if your phone utilizes a SIM card it may only accept a SIM card provided by us. By using Service, you agree to abide by the terms and conditions of any applicable software license. We may block access to certain categories of numbers (e.g. 976, 900 and certain international destinations) or certain web sites if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems or other misuse of our network.

**3.0 Payments and Charges:** The customer is responsible to pay the Company for certain toll charges resulting from the origination of mobile calls to points outside the cellular geographic service area, collect calls, and other charges or calls billed to the customer's access number. These charges are in addition to the charge for usage. Both incoming and outgoing calls (including Voice Mail retrieval) incur charges for airtime, rounded up to the next whole minute. Customer may change rate plans, upgrade or downgrade at the end of any billing cycle.

**3.1 Billing:** We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due upon receipt of invoice. A fee may be charged for additional copies of bills. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and prorations. If you have authorized payment by credit card, no additional notice or consent will be required for billings to that credit card or account.

**3.2 Default:** Customer agrees to pay Company a late payment charge of 1.5% on the amount unpaid after the due date on the invoice. This late fee shall be reassessed every billing period that any portion of the balance remains unpaid. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive Company's right to collect the full amount due under this agreement. For any check or electronic payment returned for nonpayment, we will assess an additional fee of \$25 and we may,

without notice to you, suspend Service and/or terminate this Agreement, in addition to all other remedies. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objection. All communications concerning disputed amounts owed, including any instrument tendered as full satisfaction of the amounts owed, or stipulating any other conditional action, agreement or proposed resolution of any dispute must be (i) in writing, (ii) marked "Billing Dispute" on the outside of the envelope, (iii) sent to our address contained on the invoice, and (iv) received by us within 30 days after receipt of the invoice.

**4.0 Deposits:** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history. We may require a deposit or set a service limit to establish or maintain Service. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time to reflect your estimated monthly charges based on actual usage or our reevaluation of your ability to pay. If, after one year of uninterrupted service, your account has had no collection activity initiated against it and/or no check has been returned for insufficient funds, NEP Cellcorp, Inc. will refund your security deposit within 60 days of being notified by customer. If you default or this Agreement is terminated, we may, without notice to you, apply any deposit towards payment of charges due. After approximately 90 days following termination of this Agreement, any remaining deposit or other credit balance in excess of \$10 will be returned without interest to you at your last known address. You agree any amounts under \$10 or amounts which are undeliverable to you will become our property.

**5.0 Limitation of Liability:** Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Agreement, if caused by any person or entity other than Company, by any malfunction of any service or facility provided by any other company, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond Company's direct control. Company shall not be liable for, and shall be fully indemnified and held harmless by customer/reseller against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted by, or used by Company under this Agreement; or for any act or omission of the customer/reseller; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by the negligence of the Company. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any delay, error, omission, or defect in any service, facility (including

services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, or omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days. Company does not authorize anyone to make any warranty on its behalf and Customer should not rely on any warranties by anyone other than the Company. This paragraph shall survive termination of this agreement.

**5.1 Indemnification:** YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER, HARMLESS FROM CLAIMS OR DAMAGES RELATING TO THIS AGREEMENT OR YOUR PROMISES OR STATEMENTS MADE IN IT AND YOUR USE OF THE PHONE OR SERVICE UNLESS DUE TO OUR GROSS NEGLIGENCE. AMONG OTHER THINGS, YOU MUST PAY ALL CHARGES OF ANY LONG DISTANCE COMPANY WHICH CARRIES YOUR CALLS, EVEN IF WE CONNECT YOUR CALL TO A LONG DISTANCE COMPANY OTHER THAN THE ONE YOU REQUEST. YOU ALSO AGREE TO PAY OUR REASONABLE ATTORNEY'S AND EXPERT WITNESS FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT THROUGH ANY APPEAL. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**6.0 NO WARRANTIES:** WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE OR THE PHONE AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTY ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE PHONE AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY LACK OF PRIVACY YOU MAY EXPERIENCE REGARDING SERVICE.

**6.1 Privacy:** Except as follows, we won't share personal information about you with others without your permission. We will not publish directories of customer mobile numbers and will not sell mobile numbers to third party publishers. We have a duty under federal law to protect the confidentiality of information about the quantity, technical configuration, type, destination, and amount of your use of our service, together with similar information on your bills. This information and related billing information is your Customer Proprietary Network Information (CPNI). CPNI, by definition, does not include your name, address or mobile number. We may, however, share and use this information as required by law, by legal process, by exigent circumstances, or to protect ourselves. In addition, you've authorized us to investigate your credit history at any time and to share credit information about you with credit reporting agencies. If you ask, we'll tell you the name and address of any credit agency that gives us a credit report about you. You will continue to receive invoices, customer service-related notifications and other similar information from us electronically or otherwise. You authorize our monitoring and recording of calls to us concerning your account or the Service and consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property.

**7.0 Governing Laws:** This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and will be governed by laws of the Commonwealth of Pennsylvania. Where our Service terms and conditions are regulated by a state agency or the FCC, the regulations are available from the applicable agency for your inspection; if there is any inconsistency between this Agreement and those regulations; this Agreement shall be deemed amended as necessary to conform to such regulations.

**Terms and Conditions subject to change.**